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Attorneys for Defendants
WELLS FARGO BANK, N.A. and
WELLS FARGO & CO.

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

VERONICA GUTIERREZ, TIM FOX,
ERIN WALKER and WILLIAM SMITH,
as individuals, and on behalf of all others
similarly situated,

Plaintiffs,

v.

WELLS FARGO & COMPANY; WELLS
FARGO BANK, N.A.; and DOES 1 through
125,

Defendants.

Civil Case No.: CV-07-5923 WHA

**REQUESTS FOR ADMISSION
FROM WELLS FARGO BANK,
N.A. TO PLAINTIFF VERONICA
GUTIERREZ (SET TWO) [Nos. 5-8]**

REQUESTING PARTY: Defendant WELLS FARGO BANK, N.A.

RESPONDING PARTY: Plaintiff VERONICA GUTIERREZ

SET NO.: Two (Nos. 5-8)

Pursuant to Rule 36 of the Federal Rules of Civil Procedure, defendant Wells Fargo Bank, N.A. hereby requests that plaintiff Veronica Gutierrez respond to the following requests for admission, under oath and in writing. Such response shall be produced at the offices of Covington & Burling LLP, One Front Street, San Francisco, CA 94111, within 30 days, or on such other day as may be directed by the Court.

DEFINITIONS

1. The term "YOU" includes plaintiff Veronica Gutierrez, her agents and representatives, and/or all other persons acting on her behalf.

2. "DEBIT TRANSACTIONS" means all items listed on your monthly account statement for the period(s) in question in the sections entitled "Withdrawals" (including the subsections for "Checks" and "Other withdrawals") *except for* any Overdraft Fees, Continuous OD Level 2 Charges, NSF Returned Item Fees, or other Wells Fargo Bank fees.

3. "CREDIT TRANSACTIONS" means all items listed on your monthly account statement for the period(s) in question in the section entitled "Deposits."

4. "GENUINE TRANSACTION" means a DEBIT or CREDIT TRANSACTION that you initiated and performed in the expectation that the transaction amount would at some point in time be added (for CREDIT TRANSACTIONS) or subtracted (for DEBIT TRANSACTIONS) from your account balance. (For purpose of this definition and these requests, the specific date and/or time when you expected the transaction to be added or subtracted from your account is immaterial.)

INSTRUCTIONS

1. The answer to any request for admission shall fairly and completely meet the substance of the requested admission. If your answer to any admission is qualified in any particular way, then you must state the facts of such qualification with particularity. Lack of knowledge or information is an insufficient basis for failure to answer fully a request for admission, unless you also state that you have made a reasonable inquiry and the information known or readily obtainable by you is insufficient to enable you to admit or deny.

2. Where an objection is interposed to any request for admission, the objection shall state with specificity all bases and grounds for the objections. A request for admission may not be objected to solely on the ground that the matter inquired into presents a genuine issue for trial.

3. If, in responding to any of these requests for admission, you encounter any ambiguity in construing either the request, a definition, or an instruction, state with

1 specificity the matter deemed ambiguous and identify the construction chosen or used in
2 responding to the request.

3 4. In construing these requests for admission, the singular shall be deemed
4 to include the plural and vice versa, so as to make each request inclusive rather than exclusive.
5 The word "and" shall be deemed to include the disjunctive "or" and vice versa, so as to make
6 each request inclusive rather than exclusive. The past tense shall be construed to include the
7 present and future tenses and vice versa, so as to make each request inclusive rather than
8 exclusive. The terms "all" and "any," whether used separately or together, shall be interpreted
9 to encompass all material, events, incidents, persons, or information responsive to the request in
10 which those terms appear.

11 5. Any matter admitted is conclusively established unless the court on
12 motion permits withdrawal or amendment of the admission.

13 6. If you fail to respond to these requests for admission within the time
14 allowed, every matter set forth in these requests may be deemed admitted and conclusively
15 established against you for the purposes of this action.

16 7. These requests for admission are continuing in nature so as to require
17 supplemental response as provided by the Federal Rules of Civil Procedure in the event you
18 obtain or discover additional relevant information between the time of the initial response to
19 these requests for admission and the time of the final disposition of this action.

20 REQUESTS FOR ADMISSION

21 REQUEST FOR ADMISSION NO. 5:

22 YOU do not dispute in this case that all DEBIT TRANSACTIONS shown on
23 your monthly account statement for the period ending November 6, 2006 (attached as Exhibit 1)
24 reflect GENUINE TRANSACTIONS.

25 REQUEST FOR ADMISSION NO. 6:

26 YOU do not dispute in this case that all CREDIT TRANSACTIONS shown on
27 your monthly account statement for the period ending November 6, 2006 (attached as Exhibit 1)
28 reflect GENUINE TRANSACTIONS.

REQUEST FOR ADMISSION NO. 7:

YOU do not dispute in this case the accuracy of the transaction amounts for any DEBIT TRANSACTIONS shown on your monthly account statement for the period ending November 6, 2006 (attached as Exhibit 1).

REQUEST FOR ADMISSION NO. 8:

YOU do not dispute in this case the accuracy of the transaction amounts for any CREDIT TRANSACTIONS shown on your monthly account statement for the period ending November 6, 2006 (attached as Exhibit 1).

DATED: June 5, 2008

COVINGTON & BURLING LLP

By:



David M. Jolley
Attorneys for Defendants
WELLS FARGO BANK, N.A. and
WELLS FARGO & CO.

EXHIBIT 1

Account Statement

October 6 through November 6, 2006

Account Number:

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REDACTED

VERONICA E GUTIERREZ

REDACTED

Thank you for banking with Wells Fargo. For assistance, call: 1-800-TO-WELLS (1-800-869-3557), TDD number (for the hearing impaired only): 1-800-877-4833. Or write: WELLS FARGO BANK, N.A., P.O. BOX 6995, PORTLAND, OR 97228-6995.

Account Summary**Daily access accounts**

Account	Account number	Balance last period	Balance this period
Advantage Checking	188-5720910	\$324.97	\$35.65
Advantage Market Rate Savings	188-5724789	120.23	2.03
Total		\$445.20	\$37.68

The following changes are effective January 1, 2007.* Overdraft (Paid Item): 1 occasion, \$23 per Item; 2+ occasions, \$34 per Item. Insufficient Funds (Returned Item): 1 occasion, \$23 per Item; 2+ occasions, \$34 per Item. Fees based on the number of occasions in the preceding 12-month period. An occasion is a day in which your account has insufficient funds to cover an Item. Fees are subject to a daily maximum of 10 Paid and/or Returned Item Fees.

For questions, please contact your Wells Fargo Banker or call 1-800-869-3557. We appreciate your business and look forward to continuing to serve your financial needs.

*Effective February 15, 2007, for quarterly savings accounts.

Advantage Checking

Veronica E Gutierrez

Account Number:

REDACTED**Activity summary**

Balance on 10/05	\$324.97
Deposits and interest	1,075.23
Withdrawals	-1,364.55
Balance on 11/06	\$35.65

Continued on next page

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October 6 through November 6, 2006

Account Number:

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REDACTED**Interest you've earned**

Interest earned this period	\$0.01
Average collected balance this period	\$146.41
Annual percentage yield earned	0.08%
Interest and bonuses paid this year	\$0.19

Before you leave on your next vacation, don't forget to get American Express Travelers Cheques. For more information and to purchase your Travelers Cheques talk to your local banker or sign on to Wells Fargo Online Banking at wellsfargo.com and select Account Services/Order Travelers Cheques.

Activity detail**Deposits and interest**

Date	Description	\$ Amount
10/10	Check Crd Pur Rtn 10/05 Autozone #5613 Fontana Ca 446024XXXXXX6509 281640013839957?MCC=5533 121042882DA	17.23
10/13	Autozone West In Payroll 061007 10234468 Gutierrez,Veronica	412.90
10/18	Online Transfer Ref #1BEBST9Gtv From MRS 1885724Xxx On 10/18/06	40.00
10/27	Autozone West In Payroll 061021 10234468 Gutierrez,Veronica	548.09
10/30	Online Transfer Ref #1BEQF2V2J6 From MRS 1885724Xxx On 10/30/06	40.00
11/06	Online Transfer Ref #1BEMHZND75 From MRS 1885724Xxx On 11/03/06	15.00
11/06	Interest Payment	0.01
11/06	Discount For ACH Direct Deposits	2.00
Total deposits and interest		\$1,075.23

Withdrawals**Checks**

Number	Date	\$ Amount	Number	Date	\$ Amount	Number	Date	\$ Amount
1097	10/30	155.00	1103*	10/10	65.00	1104	11/01	68.00
Total checks								\$288.00

* Gap in Check Sequence

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October 6 through November 6, 2006
 Account Number:
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REDACTED

Other withdrawals		\$ Amount
Date	Description	
10/06	Check Crd Purchase 10/05 Walgreen 00053728 Fontana Ca 446024XXXXXX6509 279640008494683 ?MCC=5912 121042882DA	8.07
10/10	Online Transfer To Gutierrez P Ref #1BEQDZSV94 Checking Tickets	80.00
10/10	ATM Withdrawal - 10/06 Mach ID WCAD5985 *hollywood Bowlbank Of Amhollywood Ca 6509	22.00
10/10	Non-Wells Fargo ATM Transaction Fee	2.00
10/10	Check Crd Purchase 10/07 Albertsons #6590 Ontario Ca 446024XXXXXX6509 282640009590866 ?MCC=5411 121042882DA	74.39
10/10	Check Crd Purchase 10/05 Autozone #5613 Fontana Ca 446024XXXXXX6509 281640013839958 ?MCC=5533 121042882DA	47.99
10/10	Check Crd Purchase 10/06 Ihop #759 Rancho Cucamo Ca 446024XXXXXX6509 282640007345389 ?MCC=5812 121042882DA	26.51
10/10	Check Crd Purchase 10/05 Autozone #5609 Chino Ca 446024XXXXXX6509 281640013839956 ?MCC=5533 121042882DA	17.23
10/10	Check Crd Purchase 10/05 Subway 3458 00034587 Fontana Ca 446024XXXXXX6509 282640006618320 ?MCC=5814 121042882DA	11.27
10/10	Check Crd Purchase 10/06 Farmer Boys - Irwindal Irwindale Ca 446024XXXXXX6509 282640009501542 ?MCC=5814 121042882DA	8.10
10/10	Check Crd Purchase 10/05 Autozone #5613 Fontana Ca 446024XXXXXX6509 281640013839959 ?MCC=5533 121042882DA	3.23
10/11	Overdraft Fee	22.00
10/11	Overdraft Fee	22.00
10/11	Overdraft Fee	22.00
10/11	Overdraft Fee	22.00
10/11	Check Crd Purchase 10/09 Jack In The BO00053009 Rancho Cucamo Ca 446024XXXXXX6509 284640006377686 ?MCC=5814 121042882DA	5.68
10/12	Overdraft Fee	22.00
10/12	Check Crd Purchase 10/10 EXXONMOBIL59 01291228 Rancho C Ca 446024XXXXXX6509 285640003489753 ?MCC=5542 121042882DA	20.01
10/13	Overdraft Fee	33.00
10/13	ATM Withdrawal - 10/13 Mach ID 9956B Fontana North Fontana Ca 6509	20.00
10/16	Bill Pay Capital One On-Line xxxxxxxxxxxx6639 On 10-16	120.00
10/16	Bill Pay WF Credit Card On-Line XXXXXXXXXXXXXXX0056 On 10-16	40.00
10/16	Check Crd Purchase 10/13 Shell Oil 27428114907 Fontana Ca 446024XXXXXX6509 288640010720234 ?MCC=5542 121042882DA	31.90
10/27	POS Purchase - 10/26 Mach ID 000000 City Liquor Andcity Liquefontana Ca 6509 ?MCC=5921 121042882DA	11.50
10/30	Bill Pay MBNA America On-Line xxxxxxxxxxxx2868 On 10-30	161.00
10/30	Bill Pay Chasc Platinum M On-Line xxxxxxxxxxxx7649 On 10-30	130.00
10/30	Check Crd Purchase 10/26 Shell Oil 27428114907 Fontana Ca 446024XXXXXX6509 302640013338921 ?MCC=5542 121042882DA	20.01
10/30	POS Purchase - 10/28 Mach ID 000000 7-Eleven 7-Eleven Fontana Ca 6509 ?MCC=5541 121042882DA	13.31
10/30	Check Crd Purchase 10/26 Jack In The BO00053009 Rancho Cucamo Ca 446024XXXXXX6509 302640013129213 ?MCC=5814 121042882DA	6.35
11/02	Check Crd Purchase 10/31 Chevron 00210657 Fontana Ca 446024XXXXXX6509 306640007525858 ?MCC=5542 121042882DA	20.00

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October 6 through November 6, 2006

Account Number:

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REDACTED**Other withdrawals -continued**

Date	Description	\$ Amount
11/06	ATM Withdrawal - 11/03 Mach ID 4380B Fontana Offsite Fontana Ca 6509	20.00
11/06	Monthly Service Fee	12.00
11/06	Monthly Point-Of-Sale (POS) Purchase Fee	1.00
Total other withdrawals		\$1,076.55
Total withdrawals		\$1,364.55

Daily balance summary

Date	\$ Balance	Date	\$ Balance	Date	\$ Balance
10/05	324.97	10/13	200.62	11/01	71.64
10/06	316.90	10/16	8.72	11/02	51.64
10/10	-23.59	10/18	48.72	11/06	35.65
10/11	-117.27	10/27	585.31		
10/12	-159.28	10/30	139.64		

Direct Deposit Advance (Lender - Wells Fargo Bank, N.A.)

Outstanding advance balance as of the beginning of this statement period including Finance Charges	\$0.00
Outstanding advance balance as of the end of this statement period including Finance Charges	\$0.00

Finance Charges incurred on advances taken during this statement period	\$0.00
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Current advance credit limit	\$500.00
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CHOOSE THE DIRECT DEPOSIT ADVANCE SERVICE TO ACCESS UP TO \$500 PRIOR TO RECEIVING YOUR RECURRING DIRECT DEPOSIT INCOME. JUST USE THE ATM, ONLINE OR CALL THE PHONE BANK. SEE YOUR CONSUMER ACCOUNT FEE AND INFORMATION SCHEDULE FOR COMPLETE DETAILS.

Advantage Market Rate Savings

Veronica E Gutierrez

Account Number:

REDACTED**Activity summary**

Balance on 10/05	\$120.23
Deposits and interest	106.80
Withdrawals	-225.00
Balance on 11/06	\$2.03

Continued on next page

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October 6 through November 6, 2006
 Account Number:
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REDACTED

Interest you've earned

Average collected balance this period	\$34.66
Annual percentage yield earned	0.66%
Interest and bonuses paid to date this year	\$0.73
Interest paid during this period	\$0.02
Interest earned for this statement period	\$0.02

Before you leave on your next vacation, don't forget to get American Express Travelers Cheques. For more information and to purchase your Travelers Cheques talk to your local banker or sign on to Wells Fargo Online Banking at wellsfargo.com and select Account Services/Order Travelers Cheques.

Activity detail

Deposits and interest

Date	Description	\$ Amount
10/13	Autozone West In Payroll 061007 10234468 Gutierrez, Veronica	45.88
10/27	Autozone West In Payroll 061021 10234468 Gutierrez, Veronica	60.90
10/31	Interest Payment	0.02
Total deposits and interest		\$106.80

Withdrawals

Date	Description	\$ Amount
10/10	ATM Withdrawal - 10/07 Mach ID 9956B Fontana North Fontana Ca 6509	120.00
10/18	Online Transfer Ref #IBEBST9Giv To Checking 1885720Xxx On 10/18/06	40.00
10/30	Online Transfer Ref #IBEQF2V2J6 To Checking 1885720Xxx On 10/30/06	40.00
10/31	Monthly Service Fee	10.00
11/06	Online Transfer Ref #IBEMHZND75 To Checking 1885720Xxx On 11/03/06	15.00
Total withdrawals		\$225.00

Thank you for banking with Wells Fargo.

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Are you interested in...

- Purchasing a home? Call us at 1-800-866-0743
- Getting a student loan? Call us at 1-888-945-5373
- Optimizing home equity? Call us at 1-866-259-0890

Account Balance Calculation Worksheet

- 1 Use the following worksheet to calculate your overall account balance.
- 2 Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
- 3 Use the chart to add deposits, automatic transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

[illegible]

▶ **ENTER**

- A** The NEW BALANCE shown on your statement \$ _____

▶ ADD

- Any deposits listed in your register or transfers into your account which are not shown on your statement
- \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____
- TOTAL \$ _____

► **CALCULATE THE SUBTOTAL**
(Add Parts A and B)

► **SUBTRACT**

- C** The total outstanding checks and withdrawals from the chart above -5

► **CALCULATE THE ENDING BALANCE**

(Part A + Part B - Part C)
This amount should be the same
as the current balance shown in
your check register.

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To Dispute or Report Inaccuracies in Information We Have Furnished to a Consumer Reporting Agency About Your Accounts

About Your Accounts
You have the right to dispute the accuracy of information that Wells Fargo Bank, N.A. has furnished to a consumer reporting agency by writing to us at Wells Fargo Servicing, P.O. Box 14415, Des Moines, IA 50306-3415. Please describe the specific information that is inaccurate or in dispute and the basis for the dispute along with all supporting documentation. If you believe the information furnished is the result of identity theft, please provide us with an identity theft report.

**Information for Lines of Credit
(Other Than Direct Deposit Advance Service)**

Each principal balance shown on your statement represents the unpaid amount of loan advances under your line of credit for that day and each day thereafter until a change in the principal balance is shown. The Finance Charge will be determined as follows:

- Determine the principal balance for each day during this statement period; then
- Multiply the principal balance for each day during this statement period by the daily periodic rate in effect for such day; and
- Add these results

Any transaction charges or processing charges shown on your statement as Finance Charges also must be added to arrive at the total Finance Charge for this period.

If your account is subject to Balance Based Pricing, the daily periodic rate and corresponding Annual Percentage Rate (APR) will be determined each day based on the outstanding balance of your account. The daily periodic rate and corresponding APR applicable to each balance range are shown in the Summary of Finance Charges section on your statement.

We must receive payment of at least the amount of the Total Payment Due as shown on your billing statement by the Payment Due Date or within the applicable grace period or a late fee will be assessed. Non-electronic payments must be accompanied by the remittance portion of your billing statement, be made by check, and be drawn on a US bank and payable in US dollars.

Payments made by ACH, or mailed to the remittance address indicated on your billing statement and received prior to the 5:00 pm cutoff time, will be credited as of the date received, including weekends and holidays. Payments received after the cutoff time will be credited as of the next day.

Payments made at a bank branch, online, by ATM, by phone or by any other means we make available to you and received prior to established cutoff times will be credited as of the business day received. Saturdays, Sundays, and federal holidays are not considered business days and payment made on those days or after established cutoff times will be credited as of the next business day. Established cutoff times may vary, depending on payment channel, and will be disclosed to you at the time you make your payment.

In Case of Errors or Questions About Your Credit Line Transactions

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address shown on the front of this statement as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule for Credit Card Purchases. If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state, or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)

**In Case of Errors or Questions About Your Electronic Transfers
(Including Direct Deposit Advance Transactions)**

including Direct Deposit Advance Transactions.
Telephone us at the number printed on the front of this statement or write us at Wells Fargo Bank, P.O. Box 6995, Portland, OR 97228-6995 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 3. Tell us the dollar amount of the suspected error.
- We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If the error concerns a **Direct Deposit Advance** transaction, you do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your **Direct Deposit Advance** transaction that are not in question.

While we are investigating your question, we cannot report you as delinquent or take any action to collect the amount you question.



Member FDIC

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